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MEMORANDUM

TO: Boston Redevelopment Authority File
FROM: Robert F. Walsh, Director
SUBJECT: Informational Memorandum regarding Copley Square

There has been recent publicity relative to the interest of the Urban Investment and Development Company of Chicago to carry out a development program for the Copley Square area. Consequently, I feel it appropriate to report to the Board on what I consider to be the status of that project and our position towards the project as the City's planning agency.

The State, through the Office of State Planning, has completed a rather extensive planning process that in effect has defined a development program for the Copley Square area which consists of a projected 100 residential units, an 800-room hotel, and 500,000 square feet of office space as well as an undefined retail component.

This development program has been agreed to in principal by the Commonwealth and the developer by virtue of an extension of a Memorandum of Understanding which was executed on December 15, 1977, and which provides a commitment through April 15, 1978. (See Attachment #1)

The Authority has been involved in the process of defining acceptable guidelines as evidenced by my letter to Mr. Frank Keefe of September 8, 1977, a copy of which is also attached.

In addition, the Authority, as well as the State, has been sensitive to the potential competition for tenants between the Copley Square development and other major projects in the City such as Park Plaza. The State's commitment to Park Plaza is apparent through the inclusion of the State Transportation Office building and the allocation of Urban Systems funds for street improvements.

With the withdrawal of the developer for Park Plaza and the pending City Council approval, it is all the more important for the Authority as the planning agency for the City to reinforce its commitment to the Park Square area.

In my judgement the development of Park Square is a necessary part of the continued revitalization of downtown while Copley Square should be viewed simply as a development opportunity. Moreover, it has been suggested and there is an element of truth that the continued decline of Park Square has been brought about by public action; namely, the seven years of planning effort.

Accordingly, any commitments by the Authority or the City to the Copley Square development at this point in time should be subordinated to the development of Park Square.

Finally, I want to call the Authority's attention to the cooperation agreement between the City of Boston and the Massachusetts Turnpike Authority dated January 29, 1970, which sets forth guidelines for the development of land owned by the Turnpike Authority in Copley Square.



THE COMMONWEALTH OF MASSACHUSETTS

OFFICE OF STATE PLANNING

JOHN W. MCCORMACK BUILDING ROOM 2101

ONE ASHBURTON PLACE

BOSTON, MASSACHUSETTS 02108

(617) 727-5066

MICHAEL S. DUKAKIS
GOVERNOR

FRANK T. KEEFE
DIRECTOR

November 23, 1977

Thomas J. Klutznick, President
Urban Investment and Development Co., Inc.
485 N. Michigan Avenue
Chicago, IL 60611

Dear Tom:

We enjoyed our meeting on November 14 and think that substantial progress was made.

Your willingness to include a minimum of 100 units of mixed-income housing makes your proposal more consistent with the project's guidelines as proposed by the Citizens' Review Committee. Also, the modification of the project so that it opens to and facilitates access from the South End is a major improvement.

As you know, we have already concurred in the locations of your proposed hotel and the major retail store in the central part of the site. This concurrence should allow you to continue your negotiations with prospective hotel and retail tenants to a successful conclusion.

We do, however, continue to have strong objections to your proposed locations for housing over the Southwest Corridor, the second major retail store on the Harcourt Street side of the site, and access to the site off Dartmouth Street.

In summary, the reasons for our objections are as follows:

Housing: The Southwest Corridor is not within the project boundary, and, thus, housing on this site is not consistent with the citizen's guidelines. Moreover, the difficulties of developing this site have not yet been considered and measures to eliminate negative impacts from noise and vibrations are likely to be costly. Furthermore, the nearness of this housing to the Tent City site will diminish the development options and opportunities for that site. And, finally, placing housing on the Southwest Corridor cover will make the initiation of housing construction dependent on the completion of the Corridor cover. Since the citizen's guidelines and our own requirements necessitate the simultaneous start of construction for both the hotel and the housing, this proposed location will mean that the housing will have to be delayed. This will not be acceptable. Alternative locations for the housing within the project boundary will allow both projects to proceed simultaneously.

Site C: The guidelines require that Site C be developed. Your latest proposal includes no specific plans for Site C. We continue to see potential for this site. Dartmouth Street is a major, well known city thoroughfare. A major transportation center exists and will be expanded and improved immediately across the street. A major retail use on this site would not only capture a larger market at its Dartmouth Street door but would serve to draw prospective patrons from the Prudential area through the project by the anticipated specialty shops.

Access: The proposal to bring auto traffic into the site from Dartmouth Street and along the Southwest Corridor is not acceptable. This proposed access will take land away from Site C, further diminishing its development potential. The required grade will be too steep, violating appropriate traffic standards. And the access along the Corridor will constitute yet another divider between the South End and the project area.

We continue to see merit in our recommendations to place housing on the Harcourt Street side of the project, retail development on Site C, and an entrance off Stuart Street. Thus far, we have heard no substantive reasons why these objectives should not or could not be fulfilled. We are confident that a traffic configuration acceptable to all parties can be developed without sacrificing the essential free flow of traffic on the ramps exiting the Massachusetts Turnpike and without jeopardizing the safety of patrons using the main line.

We respectfully propose that your architects and engineers arrange a meeting as quickly as possible with us to explore these issues more thoroughly so that they can be resolved in the very near future.

In the meantime, you have an endorsement on the two key facets to your proposal--namely, the hotel and the major retail store--which should enable you to continue with your efforts as described at our last meeting to obtain a commitment from one major retail tenant.

We shall devote our full energies over the next few weeks to resolve the remaining planning and design issues. Perhaps meetings on a bi-weekly basis will facilitate progress toward this goal.

Beyond these site development issues, we would like to respond to five administrative issues raised in your letter to us of October 28.

First, you have requested an amendment to the Memorandum of Understanding dated April 15, 1977, providing for an extension of four months, i.e., from December 15, 1977 to April 15, 1977, for the purpose of negotiating the terms of a lease agreement. The Massachusetts Turnpike Authority is prepared to execute such an amendment subject to the concurrent payment of \$50,000, which will not be refundable but shall be credited against rental payments under any lease entered into.

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November 23, 1977

Second, though the financial participation of Aetna Life and Casualty is not required, we reiterate our insistence that the financial backing for this project must be from an institution(s) with financial resources comparable to those of Aetna. Financial capacity to complete the project must be shown on a firm basis and with unconditional demonstration of the existence of capital funds and/or mortgage commitments satisfactory to the Authority.

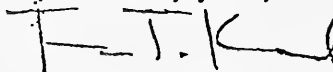
Third, with respect to your draft of the amendment to the Memorandum of Understanding which was attached to your letter of October 28, we consider your paragraph No. 2 to be a partial listing of items for the agenda for forthcoming negotiations, and, accordingly, inappropriate for inclusion in the amendment (see redraft of amendment). Please advise at your earliest convenience whether you are prepared to execute the amendment, substantially in the form as attached hereto, or whether you prefer to proceed in accordance with the original time frame provided in the Memorandum of Understanding.

Fourth, with respect to the legal responsibilities of the "Joint Venture," we understand that Great Bay Company, Inc. is not involved as a principal for the purposes of this amendment.

And fifth, we appreciate your acknowledgement at our meeting on November 14 of our position that a hotel development alone would not suffice as a proposal that we could accept. We entered into the original Memorandum of Understanding in the hope that a firm of the stature and capacity of UIDC could develop this site fully. Our desire to see the entire site developed was strongly endorsed by the Citizens' Review Committee. We feel that there are any number of developers capable of such limited development as a hotel, and we would expect to probe that market if, by April 15, 1978, you are not able to make a commitment to develop the entire site.

Despite these differences from your proposal, we remain optimistic that a development acceptable to you, the state, the Massachusetts Turnpike Authority, and the Citizens' Review Committee can be accomplished on the Copley Square site, and we would like to renew our commitment to work with you toward that end. We look forward to discussing these issues with you on your next visit to Boston, which we hope will occur as soon as possible.

Sincerely yours,



FRANK T. KEEFE
Director of State Planning

JOHN T. DRISCOLL, Chairman
Massachusetts Turnpike Authority

FTK:jg

Attachment

AMENDMENT

TO

MEMORANDUM OF UNDERSTANDING DATED APRIL 15, 1977

BETWEEN

MASSACHUSETTS TURNPIKE AUTHORITY

AND

URBAN INVESTMENT AND DEVELOPMENT CO., INC.

AND

GREAT BAY COMPANY, INC.

("THE JOINT VENTURE")

Amendment dated this day of November, 1977, to Memorandum of Understanding, dated April 15, 1977, by and between the MASSACHUSETTS TURNPIKE AUTHORITY (hereinafter referred to as "the Authority") and URBAN INVESTMENT AND DEVELOPMENT CO., INC. AND GREAT BAY COMPANY, INC. ("THE JOINT VENTURE") (hereinafter referred to as "the Joint Venture").

WHEREAS, the parties hereto entered into a Memorandum of Understanding dated April 15, 1977, by which the Authority granted to the Joint Venture the exclusive rights for a period of six (6) months from the date thereof to enter upon land of the Authority located in the Copley Square section of the City of Boston for the purpose of making surveys, site analyses, borings and the like as necessary to examine the feasibility of leasing and developing such land and air rights, and

WHEREAS, said Memorandum of Understanding provides that if within such six (6) months' period, the Joint Venture will deliver to the Authority its Notice of Intention to Proceed, the Authority will join with the Joint Venture in an effort to agree upon the

terms upon which the parties will enter into an option to lease said land and air rights, and

WHEREAS, on October 15, 1977, the Joint Venture delivered to the Authority such Notice of Intention to Proceed, and

WHEREAS, Paragraph 5, of said Memorandum of Understanding provides, under the foregoing circumstances, that the parties will have two (2) months, subsequent to receipt of said Notice of Intention to Proceed, to negotiate the terms and conditions of said lease option agreement, and

WHEREAS, the Joint Venture received a letter dated October 14, 1977 from the Office of State Planning forwarding a copy of the "Final Recommendations of the Copley Square Citizens Review Committee, dated September 22, 1977" and indicating acceptance by the Office of State Planning of the "Guidelines" contained in such recommendations, subject to certain modifications as set forth in said letter, and

WHEREAS, the Joint Venture has agreed to analyze and respond to the aforesaid letter from the Office of State Planning, and

WHEREAS, on November 14, 1977, Urban Investment and Development Co., Inc. notified the Authority that Great Bay Company, Inc. has withdrawn as a principal party to said Memorandum of Understanding, an

WHEREAS, Urban Investment and Development Co., Inc. is continuing to negotiate with prospective users of the land and air rights proposed to be leased, and

WHEREAS, in view of the foregoing circumstances, the parties agree that additional time will be required for the conduct of negotiations regarding the terms and conditions of a lease agreement.

NOW, THEREFORE, said Memorandum of Understanding dated April 15, 1977, is hereby amended as follows:

In consideration of payment to the Authority by Urban Investment and Development Co., Inc. of the sum of Fifty Thousand Dollars (\$50,000.00), receipt of which is hereby acknowledged by the Authority, Paragraph 5. of said Memorandum of Understanding dated April 15, 1977 is hereby amended by striking out the words "two (2) months" and inserting in place thereof, the words "six (6) months". The parties further agree that said payment by Urban Investment and Development Co., Inc. is not refundable, but shall be credited to rental payments under any lease which may be entered into by the parties.

This Amendment amends the Memorandum of Understanding between the parties dated April 15, 1977 as herein provided, and said Memorandum of Understanding is in all other respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the Authority and Urban Investment and Development Co., Inc. have caused this Amendment to be executed by their duly authorized officers on this _____ day of November, 1977.

ASSENTED TO:

MASSACHUSETTS TURNPIKE AUTHORITY

By _____
Great Bay Company, Inc.

By _____
John T. Driscoll, Chairman

Date: _____

URBAN INVESTMENT AND DEVELOPMENT CO.

By _____
Thomas J. Klutznick, President

SEP 8 1977

Mr. Frank Keefe, Director
Office of State Planning
One Ashburton Place
Boston, Massachusetts 02108

Dear Frank,

Attached you will find a series of suggested revisions to the development guidelines for Copley Square. As noted in my letter of August 17th, these concerns continue to pertain to the problems of economic impact, housing, circulation, and parking and design.

While the latest plan indicated some significant changes from the "as is" proposal, additional modifications in land use and circulation which will more directly tie together and reinforce the Back Bay and South End, should be adopted.

I look forward to receiving the final set of guidelines as well as the information previously requested describing the character and composition of the tenants and to viewing the latest proposal by Urban Investment and Development Company.

Sincerely,

Robert F. Walsh
Director

Enclosure:

COMMENTS BY B.R.A. ON GUIDELINES

Community Economic Development

1. Goal

- revise the third goal as follows:

The character and composition of the retail tenant must complement and reinforce the commercial character of the Prudential Center, Boylston/Newbury Street and not undermine the existing retail activity on Washington Street.

- add the following specific guidelines:

#7 Positive economic impact on other retail areas

1. The tenant lease plan will be designed to attract significant new business into the city.
2. The land use and access plan should be designed to achieve the potential positive economic benefits.

South End

1. Stabilization of the South End; revise as indicated.

- a. Ramp C should be removed and Parcel C developed with appropriate residential/commercial uses.
- b. The State should make its housing finds available to appropriate residential development sites.

Massing

1. Goals

add to: complete gaps in ... and reinforce the scale of the adjacent block pattern as well as the scale of the buildings.

2. Height

revise:

- #5. track cover edge between Yarmouth and Dartmouth, height of buildings along this edge should reflect the scale of South End housing.

3. Setbacks

clarify:

1. The setback on the triangle should be at least 80'

add:

3. An office building at Harcourt and Huntington Avenue should not extend into the St. Botolph sightline.

4. Form and Orientation

add:

4. Any bridge over Stuart Street ought to be minimized in length of cover or punctured to allow light and air at the pedestrian areas and avoid the feeling of a tunnel.
5. No part of the site must be allowed to be treated as a back end without either live uses or visual interest.
6. The edges of the site especially the Dartmouth Street frontage, cannot remain vacant.
7. The opportunity to undertake joint development of Back Bay Station, and its air rights in conjunction with the Copley Square Turnpike site should be pursued.

Land Use

Goal

substitute following for 3rd goal:

"to tie together and reinforce the character of Back Bay/ South End by constructing a mixed use commercial/residential complex and a related system of pedestrian, vehicular and transit circulation improvements."

Guidelines

revise as follows:

1. Subject to study by an E.I.S., a mixed housing/commercial development must be placed on Parcel C so as to functionally integrate pedestrian movement from Back Bay Station and the South End across the Copley Square site to the Prudential Center and to provide visual and functional integration along Dartmouth Street

2. insert: "Subject to an evaluation by an E.I.S.," housing...

Pedestrians

rephrase this to read "Pedestrian Access"

Traffic

1. General Guidelines

revise as indicated:

- 2a) The amount of commercial parking will be decided by the Air Pollution Control Commission in accordance with E.P.A. regulation. In general, parking should take into account access, capacity on surrounding streets, air pollution, noise, as well as accessibility to public transportation.
- 2b) Given the limitations on commercial parking, an optimum supply, such as 250 spaces, of hotel parking with direct access to the hotel should be provided.

Bus Access

1. Consideration should be given to improving bus service circulation from the Turnpike, Fenway and South Boston and the connection of these lines with Back Bay Station and the Copley Square site.

Environmental Impact

Goal

An extensive analysis such as was carried out for Park Plaza should be undertaken so as to address the following issues:

1. traffic and vehicular circulation
2. pedestrian circulation
3. public transit access
4. impact (residential, retail, economic) on adjacent neighborhoods
5. soils and geology
6. impact on water table and effects on surrounding areas and developments
7. energy impacts
8. impacts on public infrastructure capabilities (water, sewer, utilities)
9. parking requirements
10. staging
11. wind & shadow
12. noise & air pollution

Staging

Each of the proposed project elements should be considered to stand on their own. The impact of the project should be evaluated with this as one of the considerations.

/smr

AGREEMENT
respecting
CONSTRUCTION OF BUILDING
on
TRIANGULAR-SHAPED LOT
near
COPLEY SQUARE

This Agreement by and between the MASSACHUSETTS TURNPIKE AUTHORITY (hereinafter called the Authority), a body politic and corporate in the Commonwealth of Massachusetts under Chapter 354 of the Acts of 1952, as amended, and the CITY OF BOSTON (hereinafter called the City), a Massachusetts municipal corporation, acting by its Mayor,

WITNESSETH THAT

WHEREAS the Authority has been granted power to make leases of the air rights over land owned or held by the Authority in connection with the extension of the Massachusetts Turnpike into the City by the provisions of Section 15A of said Chapter 354, as amended; and

WHEREAS the Authority and the City each have an interest in any possible development of air rights in the triangle bounded by Huntington Avenue, Dartmouth Street and Stuart Street, adjacent to the area known as Copley Square in the City of Boston; and

WHEREAS it is in the public interest that the amenities of that area be preserved and increased;

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The Authority agrees with the City:- (1) that it shall not lease under St. 1952, c. 354, s. 15A, as now or hereafter amended, any air rights over any land lying in whole or in part within said triangle unless such lease contains a provision requiring that before any building or other structure is constructed under or pursuant to such lease, the plans and specifications for all exterior architectural features thereof shall have been reviewed as hereinafter provided and that such building or other structure shall be constructed in conformity with the plans and specifications approved under Section 2 or 3 of this agreement; and (2) that upon the request of the City's Mayor, the Authority will join with the City in prosecuting, or upon its own motion may itself prosecute, appropriate legal proceedings to enforce such provision. The term "exterior architectural feature" as used herein shall be construed as defined in St. 1966, c. 625, s. 3.

SECTION 2. The plans and specifications for all exterior architectural features shall, as soon as practicable, but, in any event, prior to the commencement of construction, be submitted by the Authority to the City's Mayor for review by him in consultation with appropriate experts including registered architects. The review by the Mayor, including any consultation by him with registered architects or other experts, and his approval or disapproval consequent upon such review, shall be based only upon the following criteria:

- a. The objectives of St. 1952, c. 354, §15A, as in force at the time of the execution of this agreement,
- b. The effect of proposed changes upon construction costs and the financial feasibility of the project,
- c. The design concept of the proposed building or structure taken as a whole,
- d. The architectural value and significance of the structure and its relationship to the surrounding area,
- e. The relationship and compatibility of the exterior architectural features and landscaping of such structure to the rest of the structure and to the surrounding area and the buildings of architectural importance and significance therein.

Nothing contained in this agreement shall confer upon the City or the Board of Review any right to review any factor related to the safety, maintenance, operation or repair of the Massachusetts Turnpike.

- The City's Mayor shall notify the Authority in writing of his approval or disapproval. If the City's Mayor fails, within ninety days after the submission of any plans and specifications pursuant to this agreement, to notify the Authority of the approval or disapproval thereof, such failure shall, for the purpose of this agreement, be deemed to constitute approval.

If the City's Mayor shall disapprove such plans and specifications, he shall both set forth the reasons therefor including the specific criteria upon which his disapproval is based, and also state the name and address of the member of the American Institute of

Architects licensed to practice architecture in Massachusetts whom he has selected to serve on the Board of Review provided for in Section 3. A notice of disapproval not complying with these requirements shall be ineffectual.

SECTION 3. If any plans or specifications are disapproved, the Authority, or those claiming under it, may submit the matter to a Board of Review composed of three architects, two of whom shall be duly licensed to practice architecture in Massachusetts, and all of whom shall be members of the American Institute of Architects. Such Board of Review shall be selected as follows:- one by the Authority, one by the City's Mayor, and the third, who shall be an expert in architectural design, by the Boston office of the American Arbitration Association or its successor. The decision of the Board shall be by majority vote, and shall be final, conclusive and binding upon the Authority, and those claiming under it, and upon the City. In making its determination, such Board shall consider only the criteria set forth in Section 2 of this agreement. It is expressly agreed that such Board shall not substitute its own particular design concepts in making its determination. The Authority shall not be liable to pay more than one half of the reasonable compensation and expenses of such Board.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 29th day of January 1970, at Boston, Massachusetts.

MASSACHUSETTS TURNPIKE AUTHORITY

By John T. Driscoll
Chairman

CITY OF BOSTON

By Russ N. White
Mayor

